

CITY OF LINCOLN/LANCASTER COUNTY
**CONTRACT AWARD NOTIFICATION FOR
ANNUAL REQUIREMENTS FOR
WATER SERVICE BRASS GOODS AND APPURTENANCES
SPECIFICATION NO. 06-242**

DATE: September 13, 2006

CONTRACT PERIOD: Sept. 1, 2006 thru Aug. 31, 2007

CONTRACTOR: Dutton Lainson Company
PO Box 729
Hastings, NE 68902

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

COMPANY REPRESENTATIVE: Gary Hesman
TELEPHONE NO: 800.233.6635
FAX No.:
E-MAIL ADDRESS:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Bid Specification No. 06-242

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #077265
Dated:9-11-06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR
WATER SERVICE BRASS GOODS APPURTENANCES
SPECIFICATION 06-242**

**Contractor:
Dutton Lainson Company
PO Box 729
Hastings, NE 68902**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 11th day of Sept. 2006, by and between **Dutton Lainson Company, P.O. Box 729, Hastings, NE 68902** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Water Service Brass Goods Appurtenances Spec. No. 06-242 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal
\$161,082.75

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **September 1, 2006 thru August 31, 2007**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable


CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.

077265

dated

Sept. 11, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary _____ (SEAL)

DAVID LAINSON COMPANY
Name of Corporation NEBRASKA 68901
PHONE 402-462-4141

(Address)

By: 
Duly Authorized Official

Water Products Specialist
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Original

COMPANY NAME Dutton Lainson

PROPOSAL SPECIFICATION NO. 06-242

BID OPENING TIME: 12:00 NOON

DATE: August 16, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR: WATER SERVICE BRASS GOODS AND APPURTENANCES

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	<u>CORPORATION STOPS:</u>			
1.1	3/4" CORPORATION STOP MFG. <u>McDonald</u> MODEL <u>3120</u>	600 EA	\$ <u>12.13</u>	\$ <u>7278.00</u>
1.2	1" CORPORATION STOP MFG. <u>McDonald</u> MODEL <u>3120</u>	600 EA	\$ <u>18.03</u>	\$ <u>10818.00</u>
1.3	1" CORPORATION STOP, OUTLET CONNECTION-INCREASING I.P. THREAD MFG. <u>McDonald</u> MODEL <u>3121</u>	75 EA	\$ <u>18.30</u>	\$ <u>1372.50</u>
2.	<u>QUARTER-BEND CORPORATION STOP COUPLING:</u>			
2.1	3/4" QUARTER-BEND CORPORATION STOP COUPLING MFG. <u>McDonald</u> MODEL <u>4777</u>	600 EA	\$ <u>8.45</u>	\$ <u>5070.00</u>
2.2	1" QUARTER-BEND CORPORATION STOP COUPLING MFG. <u>McDonald</u> MODEL <u>4777</u>	600 EA	\$ <u>13.53</u>	\$ <u>8118.00</u>
3.	<u>CURB SERVICE STOPS:</u>			
3.1	3/4" CURB STOP, MINNEAPOLIS PATTERN, COPPER X COPPER CONNECTIONS MFG. <u>McDonald</u> MODEL <u>6104</u>	200 EA	\$ <u>30.67</u>	\$ <u>6134.00</u>
3.2	3/4" CURB STOP, MINNEAPOLIS PATTERN, F.I.P. THREAD X COPPER FLARE CONNECTIONS MFG. <u>McDonald</u> MODEL <u>6106</u>	100 EA	\$ <u>27.75</u>	\$ <u>2775.00</u>
3.3	1" CURB STOP, MINNEAPOLIS PATTERN, COPPER X COPPER CONNECTIONS MFG. <u>McDonald</u> MODEL <u>6104</u>	100 EA	\$ <u>40.85</u>	\$ <u>4085.00</u>
3.4	1" CURB STOP, MINNEAPOLIS PATTERN, F.I.P. THREAD X COPPER FLARE CONNECTIONS MFG. <u>McDonald</u> MODEL <u>6106</u>	100 EA	\$ <u>37.42</u>	\$ <u>3742.00</u>
4.	<u>CURB BOXES:</u>			
4.1	MINNEAPOLIS PATTERN CURB BOX, 5 FT., CAST- IRON MFG. <u>McDonald</u> MODEL <u>5614</u>	150 EA	\$ <u>22.46</u>	\$ <u>3369.00</u>

COMPANY NAME Dutton Lainson

ITEM	ITEM DESCRIPTION	EST. ANNUAL QUANTITY	UNIT	TOTAL
4.2	LID WITH BRASS PENTAGON HEAD PLUG FOR 1 1/4" UPPER SECTION OF MINNEAPOLIS PATTERN CURB BOX. MFG. <u>McDonald</u> MODEL <u>5614L</u>	100 EA	\$ <u>4.48</u>	\$ <u>448.00</u>
4.3	BRASS PENTAGON HEAD PLUG FOR LID ON 1 1/4" UPPER SECTION OF MINNEAPOLIS PATTERN CURB BOX. MFG. <u>McDonald</u> MODEL <u>5614BP</u>	150 EA	\$ <u>2.29</u>	\$ <u>343.50</u>
5.	<u>STRAIGHT SERVICE VALVES:</u>			
5.1	3/4" STRAIGHT SERVICE VALVE MFG. <u>McDonald</u> MODEL <u>6101M</u>	600 EA	\$ <u>25.57</u>	\$ <u>15342.00</u>
5.2	1" STRAIGHT SERVICE VALVE MFG. <u>McDonald</u> MODEL <u>6101M</u>	600 EA	\$ <u>36.31</u>	\$ <u>21786.00</u>
5.3	1 1/2" FLANGE BALL VALVE MFG. <u>McDonald</u> MODEL <u>6101M</u>	75 EA	\$ <u>66.97</u>	\$ <u>5022.75</u>
5.4	2" FLANGE BALL VALVE MFG. <u>McDonald</u> MODEL <u>6101M</u>	75 EA	\$ <u>104.34</u>	\$ <u>7825.50</u>
6.	<u>ANGLE METER VALVES:</u>			
6.1	3/4" ANGLE METER VALVE MFG. <u>McDonald</u> MODEL <u>4602B</u>	600 EA	\$ <u>31.07</u>	\$ <u>18642.00</u>
6.2	1" ANGLE METER VALVE MFG. <u>McDonald</u> MODEL <u>4602B</u>	600 EA	\$ <u>42.99</u>	\$ <u>25794.00</u>
7.	<u>BYPASS BALL VALVES:</u>			
7.1	1 1/2" BYPASS BALL VALVE W/ LOCK WING MFG. <u>McDonald</u> MODEL <u>6101W</u>	75 EA	\$ <u>63.32</u>	\$ <u>4749.00</u>
7.2	2" BYPASS BALL VALVE W/ LOCK WING MFG. <u>McDonald</u> MODEL <u>6101W</u>	75 EA	\$ <u>88.08</u>	\$ <u>6606.00</u>
8.	<u>TAP SADDLE:</u>			
8.1	6" TAP SADDLE W/ 1" CC THREADS FOR 6" C900 PVC. <u>Romac</u> MODEL <u>304-6.90x1cc</u>	75 EA	\$ <u>23.50</u>	\$ <u>1762.50</u>
TOTAL BID, ALL ITEMS COMBINED:				\$ <u>161082.75</u>

NO BID SECURITY REQUIRED:

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

NOTE: Term of Agreement is September 1, 2006 through August 31, 2007.

Contract Extension Renewal is an option:

Yes _____
No X

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: X _____.
(c) If (b), state period for which prices will remain firm:
Through 30 days or longer depending on market conditions

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Gary Hesman
TITLE: Water Products Specialist
PHONE NO. 800-233-6635

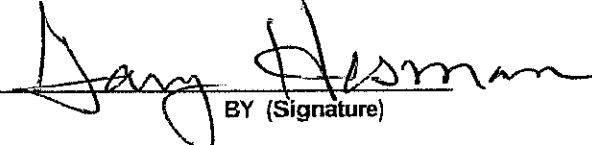
AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-242**

Dutton Lainson Company
COMPANY NAME
PO Box 729
STREET ADDRESS or P.O. BOX
Hastings, NE 68902
CITY, STATE ZIP CODE
800-233-6635
TELEPHONE
470147640
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER


BY (Signature)
Gary Hesman
(Print Name)
Water Products Specialist
(Title)
August 11, 2006
(Date)
10-60 days ARO
ESTIMATED DELIVERY DAYS (After
receipt of individual orders)
Net 30 Days
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department.